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March 20, 2007

VIA FEDERAL EXPRESS

Honorable Victor Marrero
United States District Judge
United States Courthouse
500 Pearl Street
New York, New York 10007

Re: 105 Street Associates LLC v. Greenwich Insurance Company
05-CV-9938 (VM) (DCF)

Dear Judge Marrero:

We represent 105 Street Associates LLC ("Plaintiff"), the Plaintiff in the above-referenced action.

We write in accordance with your rules to request a pre-motion conference in connection with Plaintiff's intended motion for summary judgment. Pursuant to the most recent scheduling order, the last day to file dispositive motions is March 30, 2007.

This action arises due to the disclaimer by Defendant Greenwich Insurance Company ("Defendant") of its defense and indemnity obligations pursuant to a Commercial General Liability Policy (the "Policy") that it issued to Plaintiff. Plaintiff alleges that Defendant's obligations pursuant to the Policy were invoked by a personal injury action against Plaintiff entitled Conrad v. 105 Street Associates LLC, et al., Index No. 105554/04 (the "Conrad Action").

Defendant asserts that Plaintiff breached the notice provision of the Policy by failing to notify the insurer of a claim as soon as practicable. Defendant contends that Plaintiff first received notice of the occurrence when the Summons and Complaint in the Conrad Action was served on the New York Secretary of State as Plaintiff's agent on April 20, 2004. However,

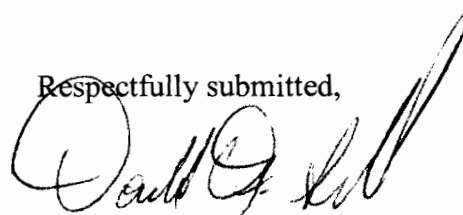
Plaintiff did not receive mailed service of the Summons and Complaint, and asserts that it first received notice of the occurrence and lawsuit a few months later in mid-July 2004 when it received a letter from counsel for the personal injury plaintiff in the Conrad Action notifying it of the Conrad Action, which Plaintiff promptly transmitted to its insurance broker on July 19, 2004 for transmission to Defendant's agent. Defendant asserts that it did not receive notice until August 18, 2004 when its agent was notified of the claim by Plaintiff's insurance broker. Defendant issued a letter of disclaimer on September 20, 2004. An Answer to the Complaint in the Conrad Action was not due, and was not served, until after the date of Defendant's disclaimer.

Plaintiff's contentions are essentially two-fold. First, it will argue in support of summary judgment that Defendant was notified of the occurrence and the Conrad Action as soon as it learned of same, i.e., as soon as practicable. Plaintiff will further contend that Defendant's disclaimer was untimely as a matter of law.

In the Complaint, Plaintiff seeks (i) a judgment declaring that Defendant is obligated to fully insure, defend and indemnify Plaintiff in connection with the Conrad Action (First Claim for Relief), (ii) a judgment directing and compelling Defendant to fully comply with and fulfill its defense and indemnity obligations with respect to the Conrad Action (Second Claim for Relief), and (iii) monetary damages measured by the attorneys's fees and costs incurred in defending the Conrad Action (Third Claim for Relief). Summary judgment will be sought on the First and Second Claims for Relief and on the issue of liability on the Third Claim for Relief.

We thank you for your time and attention to this matter.

Respectfully submitted,



Donald F. Schneider

DFS/gk


Cc: Glenn Fuerth, Esq. (via Federal Express)

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Request for summary judgment. A pre-motion conference herein is scheduled for 3-29-07 at 5:00 p.m. The defendant's filing motion may be intended as appropriate. Defendant is directed to respond to the matter set forth above by letter.

SO ORDERED: not to exceed 2 pages.

3-21-07

DATE  VICTOR MARRERO, U.S.D.J.